



Illinois Department of Transportation


Intergovernmental Agreement

Governmental Body Name Illinois Commerce Commission			
Address 527 East Capitol Avenue			
City, State, Zip Springfield, IL 62701			
Remittance Address (if different from above) Same as above.			
City, State, Zip			
Telephone Number 217-524-4637	Fax Number n/a	FEIN/TIN n/a	
Brief Description of Service (full description specified in Part 5) Provide the GOVERNMENTAL BODY with a non-exclusive, non-transferable license to use NAVTEQ Proprietary Attribute Data ("NAVTEQ Data") and any related documentation (hereinafter "Files"), in retrievable form in connection with the administration of the GOVERNMENTAL BODY's programs.			
Compensation Method (full details specified in Part 6) Without fee or cost	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: Execution
Total Compensation Amount \$0	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2010

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

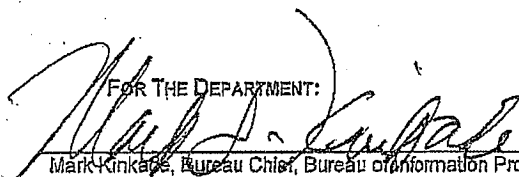
FOR THE GOVERNMENTAL BODY:


Signature of Authorized Representative

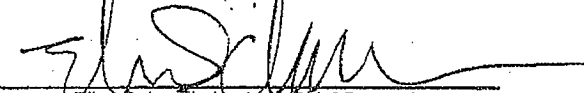
Tim Anderson
Type or Print Name of Authorized Representative

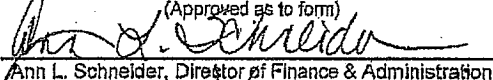
6/25/09
Date


FOR THE DEPARTMENT:


Mark Kinkade, Bureau Chief, Bureau of Information Processing

Executive Director
Title of Authorized Representative


Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)


Ann L. Schneider, Director of Finance & Administration


Gary Hannig, Secretary of Transportation

7-21-09
Date



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT FOR SHARING NAVTEQ PROPRIETARY DATA

This Agreement is by and between

Illinois Commerce Commission

Please type or print legibly GOVERNMENTAL BODY's legal name and address

527 East Capitol Avenue

Springfield, IL 62701

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to June 30, 2010.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

**PART 2
GENERAL PROVISIONS**

A. Changes. If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Non-Appropriation. Not applicable to this Agreement.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents related to this Agreement.

Subcontracting/Selection Procedures/Employment of Department Personnel. Not applicable to this Agreement.

**PART 3
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4
SPECIFIC PROVISIONS**

A. Invoices.

[Not applicable to this Agreement.]

B. Billing and Payment.

[Not applicable to this Agreement.]

C. Termination. See Part 5.

D. Location of Service.

[Not applicable to this Agreement.]

E. Ownership of Documents/Title to Work. See Part 5.

F. Software. See Part 5.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation.

[Not applicable to this Agreement]

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The Governmental Body will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

A. The Department will:

1. Provide the GOVERNMENTAL BODY with a non-exclusive, non-transferable license to use NAVTEQ Proprietary Attribute Data ("NAVTEQ Data") and any related documentation (hereinafter "Files"), in retrievable form in connection with the administration of the GOVERNMENTAL BODY's programs. The DEPARTMENT agrees to provide the GOVERNMENTAL BODY use of NAVTEQ Data without fee or cost.
2. Provide NAVTEQ Data to the GOVERNMENTAL BODY solely by secure FTP (File Transfer Protocol) server download, unless otherwise agreed.
3. Provide NAVTEQ Data to the GOVERNMENTAL BODY in only the following formats: ESRI Shapefile and/or ESRI ArcSDE Export.
4. Terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY.
5. Remove from its systems any NAVTEQ Data username and password assigned to the GOVERNMENTAL BODY upon termination or expiration of this Agreement.

B. The GOVERNMENTAL BODY AGREES:

1. That it will use any and all NAVTEQ Data provided by the DEPARTMENT solely in the performance of its authorized and permitted use. The GOVERNMENTAL BODY further agrees that it will not provide or sell any NAVTEQ Data to any other person or entity without prior express written consent from the DEPARTMENT.
2. To make all requests for NAVTEQ Data by the appropriate GOVERNMENTAL BODY official. Such requests shall be submitted to the DEPARTMENT's Bureau of Information Processing at <http://www.dot.il.gov/giscoalition> and complete the IDOT Data Products Registration form.
3. To install and operate the NAVTEQ Data on properly configured and compatible computer equipment using third-party systems and applications software supplied by the GOVERNMENTAL BODY.
4. To require any and all of its consultants, contractors and/or subcontractors who require access to the NAVTEQ Data products described in this Agreement to execute a written agreement in which the GOVERNMENTAL BODY's consultants, contractors and/or subcontractors agree:

- a) to be bound by the terms and conditions of this Agreement;

- b) to refrain from using the NAVTEQ Data products for any purpose except those authorized by the GOVERNMENTAL BODY in relation to the performance of its official duties; and,
 - c) to return to the GOVERNMENTAL BODY all copies of NAVTEQ Data products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with the GOVERNMENTAL BODY and/or the completion of its assigned tasks or duties.
5. That it shall refrain from providing or disclosing NAVTEQ Data to third parties without the prior express written consent of the DEPARTMENT, and further shall refrain from placing any NAVTEQ Data on the GOVERNMENTAL BODY's website without the prior express written consent of the DEPARTMENT. This section is not intended to prohibit access to NAVTEQ Data by the GOVERNMENTAL BODY's consultants, contractors and/or subcontractors as provided in herein. The GOVERNMENTAL BODY shall comply in all regards with the provisions of this Agreement applicable to the digital geographic data contained in the NAVTEQ Data.
6. To return or destroy all NAVTEQ Data it has received from the DEPARTMENT within seven (7) calendar days upon termination or expiration of this Agreement.
7. That the NAVTEQ Data is protected by copyright.
8. To use the NAVTEQ Data for the solely personal, non-commercial purposes contained in this Agreement. GOVERNMENTAL BODY may develop non-commercial applications that display driving directions and maps (in the form of raster images or bitmaps) derived from the NAVTEQ Data to the public via the Internet. When using NAVTEQ data in web applications, the GOVERNMENTAL BODY shall:
- i. Secure the NAVTEQ data from download. In the case of ESRI ArcIMS or ESRI ArcGIS Server implementations, lock down of map services is required.
 - ii. Result must contain all required copyright information. The map image (initial application splash screen) must contain © 2009 NAVTEQ All Rights Reserved.
9. That it may copy the NAVTEQ Data only as necessary for the specified use to (i) edit it, (ii) update it, and/or (iii) enhance the NAVTEQ Data for GOVERNMENTAL BODY applications. The GOVERNMENTAL BODY agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of the NAVTEQ Data and will not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. GOVERNMENTAL BODY will be permitted to provide bitmap images derived from data developed internally and tied to NAVSTREETS geometry to the public.
10. To not (a) use the NAVTEQ Data with any products systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.
11. To adhere to the NAVTEQ ZIP 4+ Centroids use restriction where the ZIP+4 Centroid product may only be used in combination with other data provided by NAVTEQ.
12. That the NAVTEQ Data is provided "as-is" and is used at GOVERNMENTAL BODY's risk. Further, there are no guarantees, representations or warranties of any kind, express

or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose usefulness, use or results to be obtained from the NAVTEQ Data or that the Data or server will be uninterrupted or error-free.

13. That any warranties, express or implied, of quality, performance, merchantability, fitness for a particular purpose or non infringement regarding NAVTEQ Data are disclaimed..
14. That it knowingly, freely and voluntarily releases, remises and discharges the Department and NAVTEQ North America LLC, their officers, agents, representatives, servants and employees in respect of any claim, demand or action, irrespective of the nature or cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the NAVTEQ Data for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special, or consequential damages arising out of use or inability to use NAVTEQ Data any defect in the Data, or the breach of these terms and conditions, whether in an action in contract or in tort or based on a warranty, even if the GOVERNMENTAL BODY has been advised of the possibilities of such damages.
15. That it will not export from anywhere any NAVTEQ Data except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.
16. That the terms and conditions protecting the NAVTEQ Data shall be governed by the laws of the State of Illinois without giving effect to (a) its conflict of laws provisions, or (b) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. The GOVERNMENTAL BODY agrees to submit to the laws of the Jurisdiction of the State of Illinois for any and all disputes, claims or actions arising from or in connection with the NAVTEQ Data provided.
17. That provisions regarding the return of NAVTEQ Data shall survive termination and/or expiration of this Agreement and apply to copies of NAVTEQ Data located or identified as in the possession of the GOVERNMENTAL BODY and/or its consultants, contractors or subcontractors after the date of termination and/or expiration.
18. That each copy of NAVTEQ Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following 'Notice Use' and shall be treated in accordance with such Notice:

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ North America, LLC
CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654

The NAVTEQ Data is a commercial item as defined in FAR 2.101.

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19. That it has taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of the GOVERNMENTAL BODY have legal authority to sign this Agreement and bind the GOVERNMENTAL BODY to the terms and conditions contained here.

20. That if any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

21. That this Agreement may be executed in counter-parts, each of which shall be an original and all of which shall constitute but one and the same instrument.

PART 6 COMPENSATION FOR SERVICES

The DEPARTMENT and the GOVERNMENTAL BODY enter into this Agreement for the purpose of making NAVTEQ Data available to the Governmental Body without fee or cost, pursuant to the terms and conditions set forth herein.

